

# REVISED

September 18, 2013

## Amendment 262 Contract No. 229944

### To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 262 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 15<sup>th</sup> day of August, 2013, by and between Vix Technology (USA) Inc. (formerly known as) ERG Transit Systems (USA) Inc., a California corporation and wholly owned subsidiary of Vix Mobility Pty Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### Recitals

A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.

B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to ~~include the software package provided by INIT (NxMdtClient - version TBD)~~. INIT is King County Metro's (KCM) vendor. This work is more fully described in CR-072975 KCM INIT File (5) v3.0

C. The Parties agree that the Work necessary to ~~complete the software update and associated documentation for the Agencies~~ will be performed and compensated as described below.

## Agreement

### Section 1.0 Description of Work

1.1 The Contractor will perform the Work necessary to implement the specified software package, provided by INIT, in Maintenance Release 24. This software package is identified as "NxMdtClient" (version TBD).

### Section 2.0 Schedule

2.1 The Contractor will perform this Work in Maintenance Release 24, providing King County Metro submits the completed "Third Party Software Development Compliance Form" no later than October 1, 2013. *by August 26, 2013*

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

### Section 3.0 Compensation Changes

3.1 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## VI. IMPLEMENTATION

### SPECIAL PROGRAMS

LUMP SUM COST
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To perform the Work necessary to include the KCM- OBC specified INIT software file in MR24. <i>perform preliminary engineering</i>	<i>\$8,577</i> <b>\$1,110</b>
<b>TOTAL</b>	

#### Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two Hundred and Sixty-two shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: J. H. T.  
Its: General Manager  
Date: 8/13/13

The Agencies

By: Andrea Carlson  
Their: Operations Manager  
On behalf of the Agencies  
Date: August 15, 2013

**REVISED**

J. H. T.  
Vix

September 18, 2013

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